



SAHAJANAND

a world of happiness

Date: 30th July, 2019

To,
The Assistant General Manager,
State Bank of India,
RACPC, Mumbai

We, M/s **Sahajanand Developers**

hereby certify that:

1. Flat/House No. **C- 1103** in "**Arista**"- **SIDDHARTH NAGAR GURUKUL CHS LTD** constructed at the property bearing CTS No. 26 (pt) of Village Goregaon, situated at **Siddharth Nagar, Opp. Sahara India, S. V. Road, Goregaon (West), Mumbai – 400104** has been allotted to **Mrs. Varsha Surana / Mr. Rishav Surana**
2. We confirm that we have no objection whatsoever to **Mrs. Varsha Surana / Mr. Rishav Surana** mortgaging the flat / house to State Bank of India as security for the amount advanced by the Bank.
3. We are agreeable to accept State Bank of India as a nominee for the flat/house allotted to **Mrs. Varsha Surana / Mr. Rishav Surana**, and once the nominations favouring the Bank has been registered and advice sent to the Bank of having done so, we do not to change the same without the written consent of the Bank.
4. Share certificate will be directly sent to the bank as and when issued.
5. **However we have earlier given NOC for mortgage with Indiabulls Housing Finance Limited Bank, this conditional NOC will be applicable subject to the closure of Home Loan at SBI Bank availed by Mrs. Varsha Surana / Mr. Rishav Surana**

**Yours faithfully,
For Sahajanand Developers**

Authorized Signatory

SAHAJANAND DEVELOPERS

1401, DLH Corporate Park, Opp. MTNL Telephone Exchange, S. V. Road, Goregaon (West), Mumbai : 400104, India
T: +91 - 22 - 28719800 F: +91 - 22 - 28719809 E: info@sjnd.in W: www.sjnd.in



GP

TP

Tripartite Agreement

TRIPARTITE AGREEMENT
(BUILDER SUBVENTION FACILITIES)

This Agreement is made and executed at Mumbai on this 28th day of February, 2017

BETWEEN

Shri/Smt Varsha Surana / Rishav Surana R/o B – Wing, Flat No.: 2105, Manav Kalyan, Bangur Nagar, Link Road, Goregaon (West), Mumbai : 400 104 (hereinafter called the “Borrower” which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives of the First Part.

AND

M/s. Sahajanand Developers, a sole proprietor through its Proprietor Mr. Jitendra S Brahmhatt and having its Registered Office at 1401 DLH Corporate Park, Opp: MTNL Telephone Exchange, S.V.Road, Goregaon (West), Mumbai: 400 104 hereinafter referred to as the "BUILDER" (which expression shall unless the context otherwise requires, include its successors and permitted assigns) of the Second part

AND

INDIABULLS HOUSING FINANCE LIMITED, a Company within the meaning and provisions of the Companies Act, 2013, and having its registered Office at “M – 62 & 63, First Floor, Connaught Place, New Delhi- 110001 [hereinafter called the “IHFL” which expression shall unless repugnant to the context shall include its successors or assigns] of the Third Part.

WHEREAS, as part of its business activity, builder has been developing the project being “ARISTA” situated at 26 pt, Siddharth Nagar Gurukul CHS LTD, S V Road, Opp. Spectra Motor, Goregaon (West), Mumbai – 400 104 (hereinafter referred to as the “Project”).

AND WHEREAS the Builder has invited applications for allotment by sale of residential unit in the said project for which various payment options have been offered to the customers;

AND WHEREAS the Builder herein confirms that all approvals, permissions and clearances pertaining to the said Project, its operation and land underneath have been duly obtained as per applicable laws from the respective authorities.

19/

④ Varsha Surana

Q. Suran -


180007


AND WHEREAS the Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder;

AND WHEREAS one of the conditions for IHFL sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduced and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower and the Builder such time the duly registered sale deed executed in favor of the Borrower is deposited with IHFL, as security for repayment of Loan;

AND WHEREAS in consideration of IHFL agreeing to give loan to the Borrower, all the Parties have agreed as under.

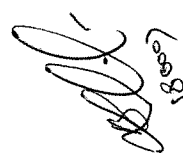
NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
2. The housing loan advanced to the borrower by IHFL shall be subject to the Borrower's repayment capacity as assessed by IHFL and shall be secured against the first and exclusive mortgage of the residential unit to be acquired in the Project in favour of IHFL.
3. The housing loan advanced to the Borrower by IHFL shall be repayable by the borrower by way of Equated Monthly Installments (EMI). The date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of first EMI shall in such a case be the first day of the following month. Till the commencement of EMI the borrower shall pay Pre-EMII, which is the simple interest on the loan amount disbursed calculated at the rate of interest as mentioned in the respective loan agreement of the Borrower.
4. **The Borrower has informed IHFL about the scheme of arrangement between the Borrower and the Builder in terms whereof the Builder hereby assumes the liability on account of interest payable by the Borrower to IHFL during the period to be referred to as the "Liability Period" in terms of 24 months, from the date of first disbursement of loan facility i.e. till November 2018 and/or any other period as agreed by and between the borrower and the Builder, more particularly referred under Schedule I annexed herein (the Liability period is referred to as "Assumed Liability for the Builder"). It is however agreed that during the liability period the payment of assumed liability is joint and several by and between the Borrower and the Builder. The assumption of liability by the Builder, in no manner whatsoever releases, relinquishes and/ or reduces the**


Parsha Swana


R. Suran




18/08/17

12. It is hereby agreed between the parties that the subvention interest paid/borne by the Builder, for and on behalf of the Borrower, during the continuity of liability period (in terms of clause number 4), to IHFL is non-refundable. The Builder hereby undertakes that they shall not make any claim for refund of subvention interest, which has been already paid to IHFL, in the event of cancellation of allotment or on account of any other reason, whatsoever.

13. That in the event of occurrence of default under the Loan Agreement and/or the Apartment Buyer agreement, which would result in the cancellation of the Allotment as a consequence thereof and/or under any other provisions of this agreements and/or for any reason whatsoever if the allotment is cancelled, or in the event of borrower requesting for cancellation of the allotment of the residential unit in his favor, the total amount received by the Builder and amount payable to the Borrower on account of such cancellation shall be directly paid to IHFL under intimation to the borrower for appropriation and adjustment by IHFL against all monies due to it from the borrower/s, till the date of closure of loan account. The Builder shall be liable to refund the total amount due to IHFL as agreed aforesaid till the time the sale deed of the said entire property is not executed.

In other words, the parties hereto agrees that in the event of cancellation of the allotment for any reason whatsoever, the total amount received by the Builder (prior to execution of sale deed) on account of the residential unit shall be applied and utilized as follows:

- a) Firstly, to refund the total amounts due to IHFL from the borrower, as on the date of closure of loan account, as specified in the foreclosure statement.
- b) Secondly, the Builder shall be entitled to retain to the extent of earnest money from the Borrower's contribution.

However, it is further agreed between the parties that such payment made by the Builder directly to IHFL shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan Agreement.

14. That the Borrower agrees that it unconditionally and irrevocable subrogates its right to receive any amount payable by the Builder to the Borrower in the event of cancellation in favor of IHFL and that the act of payment by the Builder to IHFL under this clause shall amount to a valid discharge of builder's obligation to pay the Borrower such cancellation amount.

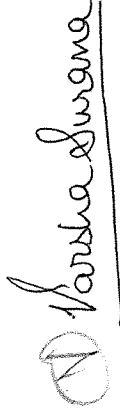


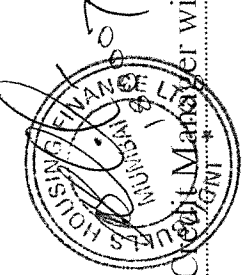
15. Further the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the difference between the amount received by the Builder on account of the residential premises and the total amount due to IHFL from the borrower, as on the date of closure of loan account.

① Varsha Swarna

Ⓟ





R. Swarna


R. Swarna

Signed and Delivered by the within-named Borrower	  R. Swarna Signature of all Borrower(s)
Signed and Delivered by the within-named builder M/s. Sahajanand Developers by the hand of Mr. Viranchi J Brahmhatt	<p>For SAHAJANAND DEVELOPERS</p>  Viranchi J Authorised Signatory Signature of Builder Signatory with Company Stamp
Signed and delivered by the within-named Indiabulls Housing Finance Limited by the hand of	 Signature of Credit Manager with IHFL Stamp

SCHEDULE-I

Details of the Subvention Scheme	
Liability Period (Definition)	Liability Period shall mean and include the liability assumed by the Builder on account of interest payable by the Borrower to IHFL
Duration of Liability Period (in months)	24 months
Broken Period, if any (disbursal in mid of month)	
Subvention Period	From December, 2016 to November, 2018
Commencement of the scheme	1st December, 2016
End of the scheme	30th June, 2017
Date of commencement of Borrower's liability to pay Pre-EMI/EMI interest on Balance term of loan	From/...../.....

Dated: 02nd February, 2017

To
Indiabulls Housing Finance Limited,
M - 62 & 63, First Floor,
Connaught Place, New Delhi 110001

Sub: Acknowledgment and confirmation of the details of the Payment Plan

Ref: Property details: **26 pt, Siddharth Nagar Gurukul CHS LTD, S V Road,
Opp.Spectra Motor, Goregaon(West), Mumbai - 400 104**
(Hereinafter referred to as "Said Property")

Dear Sir,

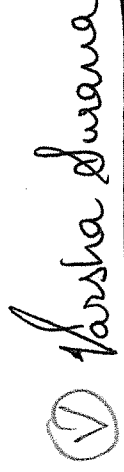
I/we hereby declare and confirm that I/we have applied for loan from Indiabulls Housing Finance Limited (IHFL) towards purchase of the Said Property situated in the project namely "**ARISTA**" developed by **M/s. Sahajanand Developers** ("Said Builder").

I/we declare and confirm that towards payment of sale consideration, I/we have opted one of the preferred payment plan of the Said Builder and I/we do hereby request IHFL to make disbursement of the loan facility to the Builder, as per the said payment plan agreed by me/us, more particularly detailed in the Builder Buyer Agreement/ Allotment Letter/ Agreement to Sell, etc.

I/we hereby declare and confirm that Builder is of my/our choice and that I/we am/are confident of the Builder's capability for quality construction and timely completion of the Said Project.

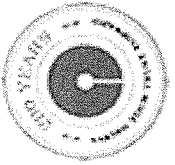
I/we hereby declare and confirm that I/we have agreed and consented to the terms of the payment plan upon understanding the nature of risks and consequences associated with the payment plan opted by me/us. I/we hereby represent and undertake that I/we shall be solely responsible and shall continue to repay the loan amount, in terms of the loan Agreement, irrespective of the stage of construction/ delay or failure to develop/ construct the Said Project by Builder, within the stipulated period.

Signature of Borrowers: 1) Mrs. Varsha Surana



2) Mr. Rishav Surana





भारतीय स्टेट बैंक

State Bank of India

Retail Assets Central Processing Center
MTNL Telephone Exchange Building,
Devidas Lane, Borivali (W), Mumbai 400 103
Telephone: - (022) 29687502/503

Fax No.022-28953153,28953151
Email:- racpc.borivali@sbi.co.in

MBOR 13515

To

Mrs. Varsha Surana
Mr. Rishav Surana

HOME LOAN ACCOUNT No.38641081151

Received following original Documents from you on 06/12/2019.

1. Original Agreement for Sale dated 24/01/2017 executed between Siddharth Nagar Gurukul Co Op Hsg. Soc Ltd. & M/s. Sahajanand Developers and Mrs. Varsha Surana and Mr. Rishav Surana alongwith registration receipt and Index II.
2. 8 Original payment receipts.
3. 7 Builder Demand letters.
4. Original Project Funding NOC from ECL Finance Ltd dated 31/01/2017.
5. Builder NOC dated 02/02/2017.
6. Subvention scheme letter dt.02/02/2017.
7. Noc letter issued by Indiabulls dated 01/09/2017.
8. TPT dated 28/02/2017.
9. 2 No dues letter dated 31/08/2019 issued by Indiabulls.


Ms. PRUPTHALDANKAR
ASST. MANAGER



Received

R. Surana
06/12/2019

Varsha Surana
06/12/2019

Ref No. ECLF/RE/2221C

Date: 31st Jan 2017

Sahajanand Developers
 1401, DLH Corporate Park,
 Opp. MTNL Telephone Exchange,
 SV Road, Goregaon West,
Mumbai 400104

Dear Sir,

Conditional NOC – Sahajanand Developers

In reference to your letter dated 27th Jan, 2017 we hereby convey our conditional NOC for taking loans by the prospective purchasers pertaining to the following flat/unit, forming part of the captioned Project:

Buyer	Flat/Unit No	Category	Carpet Area	Consideration	Total amount received	Amount Receivable
Varsha Surana / Rishav Surana	C-1103	2BHK	805	1,92,61,139	9,53,057	1,82,98,072

On deposit of entire balance sale consideration in respect of the flat/unit mentioned above in "Sahajanand Developers Escrow Account" - account no 03220350000085 with HDFC Bank, the charge on the receivables in respect of the said flat/unit will also stand satisfied. The previous NOC Ref No.ECLF/RE/1818A dated 27th June 2016 stands cancelled for above flat/unit.

Yours Faithfully



Authorised Signatory

Amount received
Chandreshwar Prishma
Signature
9167849485
5/02/17

ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kailna, Mumbai 400098 ©+91 22 4009 4400 www.edelweissfin.com

